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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

August 18, 1999

EX PARTE

Magalie Roman Salas, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: Ex Parte Filing, CC Docket No. 96-115

Dear Ms. Salas:

On behalf of the Association of Directory Publishers ("ADP"), attached is a copy of a draft license agreement between Pond Branch Telephone Company, Inc. ("Pond Branch"), a local exchange carrier ("LEC"), and America's Directories, Inc. ("AMDIR"), an independent directory publisher.

Pursuant to the draft agreement, Pond Branch will provide subscriber list information ("SLI") to AMDIR at a rate of \$0.88 per listing. In addition, there is an "Administrative Fee" of \$500.00, a "Media Fee" of \$865.00, and a "Shipping and Handling Fee" of \$100.00 per order. The draft agreement authorizes AMDIR to use the SLI only once. If AMDIR does not publish its directory within sixty (60) days of the date of the agreement, AMDIR must return the listings to Pond Branch. Pond Branch will credit AMDIR with the listing fees but will retain all the other charges.

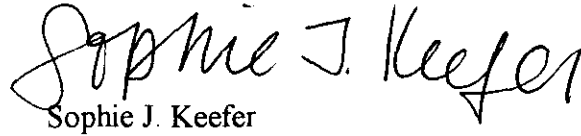
The unreasonable rates, terms, and conditions contained in the draft agreement underscore the need for the prompt release of an order in the above-referenced docket. The establishment of presumptively reasonable benchmark prices and other guidelines for provision of SLI by LECs would ensure that independent directory publishers such as AMDIR are not charged rates for SLI that exceed the LECs' actual costs to provide the SLI and that LECs do not overreach in negotiating license agreements with independent publishers.

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Washington, DC
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Ms. Magalie Roman Salas
August 18, 1999
Page 2

Pursuant to the Commission's rules, an original and one (1) copies of this letter are being filed. Please call the undersigned at (202) 429-4730 if you have any questions regarding this filing.

Sincerely,


Sophie J. Keefer

cc: Dorothy Attwood
William J. Bailey
Kyle D. Dixon
Linda Kinney
Sarah Whitesell
William A. Kehoe III
Larry Angove, ADP
John Roggeman, AMDIR

LICENSE AGREEMENT

THIS AGREEMENT, made as of August 11, 1999, by and between Pond Branch Telephone Company, Inc., a South Carolina Corporation ("Pond Branch"), America's Directories, Inc. ("AMDIR"), an Indiana Corporation ("the Licensee") is as follows:

WHEREAS, Pond Branch compiles certain alphabetical telephone directory listings containing the names, addresses, and telephone numbers referred to as a "subscriber list" in compliance with Section 222 of the Telecommunications Act of 1996 of the Gilbert, Pelion, Pond Branch, Ridge Spring, Swansea, and Wagener Exchanges; and

WHEREAS, Licensee desires to publish certain subscriber list information in a telephone directory to be published by Licensee in their 1999 directory ("Licensee's Directory"); and

WHEREAS, Pond Branch is willing to grant Licensee a non-exclusive limited license to publish subscriber list information that has not been manipulated or changed from its original format, and to provide the subscriber list information in accordance with the terms and conditions hereof; and

WHEREAS, it is in the interest of Pond Branch and the Licensee to maintain their separate identities and to avoid confusion by members of the General Public as between Pond Branch and the Licensee;

NOW THEREFORE, inconsideration of the premises and of the mutual promises and undertakings herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of License-Pond Branch grants to Licensee a non-exclusive license to publish the subscriber list identified on Exhibit A hereto, subject to all the terms and conditions hereof. All such subscriber lists shall at all times remain the property of Pond Branch.
2. Licensee Fee/Other Expenses -In consideration of the License granted hereby, Licensee shall pay fees in accordance with Exhibit A hereto. Licensee shall pay all freight charges for the delivery of the subscriber list. In addition to charges specified, Licensee shall pay all state, local and/or federal taxes arising from the License hereby granted, except on the income of Pond Branch.
3. Provision of Alpha Listings-The subscriber list licensed hereunder shall be provided to Licensee on or before the delivery date specified on Exhibit A, or such time as Pond Branch and the Licensee shall hereafter agree in writing. Such subscriber list shall be provided in a format designated on Exhibit A hereto. The License hereby granted does not extend to, and Licensee shall not republish any logos, trade marks, display advertisements or other material not constituting the subscriber list that may be provided.
4. Term of License-The License hereby granted shall entitle the Licensee to publish such subscriber list only one time in one edition of Licensee's Directory. In order to protect the currency of Pond Branch's subscriber list and the value therein, it is agreed that this Agreement shall not be automatically renewed, and that all the subscriber lists hereunder shall be returned to Pond Branch within thirty (30) days after publication of Licensee's Directory. In the event that Licensee's Directory is not published within sixty (60) days of the date specified in the recitals hereto: (a) Licensee shall immediately return all the subscriber list provided by Pond Branch and/or copied by Licensee; (b) Pond Branch shall credit Licensee with the Listing Fee paid hereunder, but shall retain the Administrative Fee, the Media Fee and any shipping fees paid hereunder; and (c) the License hereby granted shall terminate.
5. Assignment-The rights and liabilities of Licensee hereunder shall not be assigned or sub-licensed without the written consent of Pond Branch. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement.

6. Protection of Pond Branch's Rights-Licensee shall not at any time do or cause to be done any act which will in any way impair Pond Branch's interest in the subscriber list licensed hereunder. In all copies of Licensee's Directory, the reproduction of the subscriber list licensed hereunder shall conform to the listings provided.

Licensee shall cooperate with Pond Branch in the protection of Pond Branch's interest in the subscriber list licensed hereunder, at Licensee's expense. Licensee will promptly notify Pond Branch of any infringement of Pond Branch's interest in the subscriber list licensed hereunder. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement. Nothing contained in this Agreement shall restrict, impair or in any way diminish the proprietary interest of Pond Branch in the subscriber list supplied to Licensee. Neither the License granted to Licensee herein, nor the publication by Licensee of the subscriber list licensed hereunder, shall in any way restrict the right of Pond Branch to copyright any directory which it may chose to publish or have published at some future point in time.

7. Advance Copies-Licensee shall provide Pond Branch with a copy of Licensee's Directory not less than seven (7) working days before public distribution thereof.
8. Warranty of Pond Branch/Disclaimers-Pond Branch warrants the subscriber list licensed hereunder shall be the regularly compiled listings of the Gilbert, Pelion, Pond Branch, Ridge Spring, Swansea, and Wagener Exchanges identified on Exhibit A hereto.

POND BRANCH DOES NOT WARRANT THE ACCURACY OF THE SUBSCRIBER LIST LICENSED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES AND MERCHANTABILITY AND FITNESS FOR USE, CONCERNING SUCH SUBSCRIBER LISTS, OR THE ACCURACY OF THE INFORMATION CONTAINED IN SUCH SUBSCRIBER LISTS, AND POND BRANCH SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM ANY INACCURACY CONTAINED IN SUCH SUBSCRIBER LIST.

9. Indemnity-Licensee shall indemnify and hold harmless Pond Branch from any and all suits, demands, causes of action, damages and claims of any kind arising from (a) the publication of the Subscriber List licensed hereunder by Licensee or (b) the negligence of Licensee, its agents, contractors or subcontractors in the publication of such Subscriber List, or (c) the use or misuse of information copyrighted by anyone other than Pond Branch which is contained in the Licensee's Directory.
10. Miscellaneous-This Agreement may be executed in counterparts, each of which shall, if duly executed by all parties hereto constitute this Agreement. This Agreement is the entire agreement of the parties and there is no other prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Failure of either party hereto to insist upon strict performance of any of the terms and conditions hereof shall not constitute a waiver or relinquishment in any respect of the right to rely upon any such terms or conditions on any future occasion. This Agreement may not be modified other than by the express written modification executed by both parties hereto. This Agreement shall in all respects be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this the ____ day of August 1999.

"Pond Branch"
Pond Branch Telephone Company, Inc.

By _____

Its _____

"Licensee"
America's Directories, Inc.

By _____

Its _____

EXHIBIT A**EXCHANGES**

Gilbert (892); Pelion (894); Pond Branch (657);
Ridge Spring (685); Swansea (568); Wagener (564)

South Carolina

LICENSE FEES

Administrative Fee	\$ 500.00
Listing Fee \$.88 ¹ per listing	
<u>Estimated</u> Number of Subscriber Lists Items (11,313)	\$ 9,955.44 ²
Media Fee	\$ 865.00
Plus Shipping and Handling	\$ 100.00
TOTAL (estimated)	\$11,420.44.

FORMAT

3 Column Reproduction Proof without information pages (updated)

DELIVERY DATE

As agreed

BILLING

The above license fees (and in the case of reproduction proofs, media fees) are based on the estimated number of items contained within the subscriber list as referenced above. Actual billing for the subscriber list provided will be issued by Pond Branch at the time of delivery. The total amount of billing will be payable upon receipt by the Licensee. The payment due date will be thirty (30) days after receipt by the Licensee.

¹ Non-manipulated / unsorted data derived directly from directory files.

² Exact cost varies by format and method of presentation.